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DARDI &amp; ASSOCIATES, PLLC

APR 17 2008 ATTORNEY AT LAW

Intellectual Property=patents,  
trademarks & copyrightsPeter S. Dardi, Ph.D.  
Curtis B. Herbert, Ph.D.

## FACSIMILE COVER SHEET

TOTAL NUMBER OF PAGES BEING SENT: 11

[ ] Original documents to follow by mail [ X ] No originals will be sent

DATE: April 17, 2008

TO: Office of Patent Application Assistance Center

PHONE #: 571-272-4000

FAX #: 571-273-8300

Application No.: 10/090,965  
Applicant: Srienc et al.

OUR REF.: 5005.01US02

FROM: Curtis B. Herbert, Ph.D.  
PHONE #: 612-605-1038

Attached is the following for filing in the above-identified application.

- (1) Revocation and Power of Attorney with New Power of Attorney etc.;
- (2) Certification Under 37 C.F.R. §3.73(b); and
- (3) Assignment with Waiver and Assignment Agreement.

Respectfully submitted,

Curtis B. Herbert, Ph.D.  
Registration No. 45,443

## CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office, Fax No. 571-273-8300 on the date shown below.

April 17, 2008

Date

Curtis B. Herbert, Ph.D.

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## PATENT APPLICATION

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of:

Attorney Docket No.: 5005.01US02

Srienc et al.

Confirmation No.: 6415

Application No.: 10/090,965

Examiner: Pak, Y.

Filed: March 4, 2002

Group Art Unit: 1652

For: PRODUCTION OF POLYHYDROXYALKANOATES

REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY  
AND CHANGE OF CORRESPONDENCE ADDRESS

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

I hereby appoint the practitioners associated with Customer Number 62274 to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Address all telephone calls to: Curtis B. Herbert, Ph.D., Esq. at telephone number (612) 605-1038.

Address all correspondence to:

Customer Number 62274  
Dardi & Associates, PLLC  
US Bank Plaza, Suite 2000  
220 South 6<sup>th</sup> Street  
Minneapolis, Minnesota 55402

*Please grant any extension of time necessary for entry; charge any fee due to Deposit Account No. 50-3863.*

## CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office, Fax No. 571-273-8300 on the date shown below.

April 17, 2008

Date

Curtis B. Herbert, Ph.D., Esq.

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APR 17 2008

Application No. 10/090,965

Additionally, please charge any future fees to Deposit Account No. 50-3863.

All previous powers of attorney granted in this case are hereby revoked.

Date:

4/17/08

Friedrich Srienc

Signature

Friedrich Srienc

Name Printed or Typed

Assignee

Title

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APR 17 2008

## PATENT APPLICATION

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CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Friedrich Srienc, an individual, states that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application identified above.

The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_,

Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From \_\_\_\_\_ to \_\_\_\_\_

The document was recorded in the Patent and Trademark

Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_ or for which a copy  
thereof is attached.

**Best Available Copy**

04/17/2008 14:59 6127463006

DARDI AND ASSOCIATES

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APR 17 2008

Application No. 10/090,965

2. From \_\_\_\_\_ to \_\_\_\_\_

The document was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_ or for which a copy thereof is attached.

3. From \_\_\_\_\_ to \_\_\_\_\_

The document was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_ or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.  
 Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Date:

4/17/08



Signature

Friedrich Srienc

Name Printed or Typed

Assignee

Title

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APR 17 2008

Attorney Docket No. 5005.01

ASSIGNMENT

WHEREAS, Ross P. Carlson ("Assignor"), an individual residing in Bozeman, Montana has ownership related to the following Application Nos.:

Application No.	Filing Date	Title
60/272,935	03-02-2001	HIGH LEVEL PRODUCTION OF POLYHYDROXYALKANOATES IN SACCHAROMYCES CEREVISIAE
60/294,729	05-31-2001	HIGH LEVEL PRODUCTION OF POLYHYDROXYALKANOATES IN YEAST
10/090,965	03-04-2002	PRODUCTION OF POLYHYDROXYALKANOATES
PCT/US02/06482	03-04-2002	PRODUCTION OF POLYHYDROXYALKANOATES

WHEREAS, Friedrich Sriebe ("Assignee"), an individual residing in Saint Paul, Minnesota is desirous of acquiring the entire right, title and interest in and to said application and in, to, and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for and in consideration of the sum of one Dollar (\$1.00), the receipt whereof is acknowledged, and other good and valuable consideration to Assignor in hand paid by said Assignee, the receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the said Assignee, its successors and assigns, its entire right, title and interest in and to said application, all applications claiming priority to said application including all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such patents including all of its rights under the International Convention, and Assignor does hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

Assignor hereby authorizes the above-mentioned Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the date of execution and/or filing date and application number of said application when ascertained.

Assignor further authorizes said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration Assignor does hereby covenant and agree with the said Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these presents, and that Assignor or its executors or administrators

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will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and affixed its seal as dated below:

ASSIGNOR: ROSS P. CARLSON

Date: 8-8-07Ross P Carlson

Signature

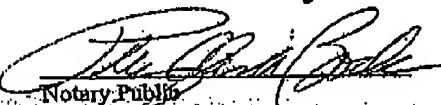
Ross P. Carlson

Name Printed or Typed

Inventor

Title

Subscribed to and sworn to before  
me this 8<sup>th</sup> day of August, 2007.

  
Notary Public

Notary Seal

Phyllis A. Beck  
Notary Public for the State of Montana  
Residing at Bozeman, Montana  
My Commission Expires June 23, 2010



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Shared Area - Internal University Use Only

Intellectual Property Title

PTM DOCKET NO.(S) 2738300

## UNIVERSITY OF MINNESOTA

### WAIVER AND ASSIGNMENT AGREEMENT

The Regents of the University of Minnesota ("University") and the intellectual property creator(s) listed on the signature page to this Agreement ("Creator(s)") agree as follows:

The Creator(s) are the identified creator(s) of the intellectual property filed in the Patents and Technology Marketing ("PTM") docket specified in the header to this Agreement and including the patent applications, patents, and copyrights listed in the attachment to this Agreement ("Intellectual Property"). Based upon the information the Creator(s) provided to PTM and PTM's review of the patentability or copyrightability of the Intellectual Property and its commercial viability, the University initially decided to pursue its protection and commercialization. The University has now determined to cease those efforts and gave the Creator(s) notice of this determination with an offer to waive the Intellectual Property to the Creator(s) in accordance with University Intellectual Property Policy and University Procedures for the Intellectual Property Policy. The Creator(s) requested the University waive its rights and assign the Intellectual Property to the Creator(s). Subject to the terms described here, this Agreement constitutes a waiver of all the University's rights in the Intellectual Property to the Creator(s) and assignment to the Creator(s) of the University's rights in the patent applications, patents, or copyrights listed in the attachment to this Agreement (in the case of more than one Creator, this waiver and assignment is to the Creators jointly), provided that the University retains an irrevocable, nonexclusive right to use the Intellectual Property solely for non-commercial educational, research, and medical purposes and the University shall have the right to sublicense its retained rights to one or more non-profit academic or other research institutions.

The University's waiver and assignment is contingent upon the accuracy and completeness of the Intellectual Property disclosure that the Creator(s) submitted to PTM ("Intellectual Property Disclosure") and the statements the Creator(s) made to PTM regarding the Intellectual Property, the identity of the creators of the Intellectual Property, the related funding sources, and any potential conflicts of interest reportable under the University's Conflict of Interest Policy. If the statements made in the Intellectual Property Disclosure or the Creator(s)' statements regarding the Intellectual Property, the identity of the creators of the Intellectual Property, the related funding sources, or potential conflicts of interest are false, incomplete, or materially misleading, the University shall have the right (exercisable by delivering a written notice of rescission to the Creator(s)) to rescind this Waiver and Assignment Agreement. In that event, the University shall recover all rights it would otherwise have in the Intellectual Property but for the effect of this Waiver and Assignment Agreement and the Creator(s) shall grant the University an option (exercisable without payment of any additional consideration to the

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Creator(s)) to assume all the Creator(s) rights and liabilities under any agreement the Creator(s) entered into granting a third party any rights or licenses in or to the Intellectual Property.

This Waiver and Assignment Agreement is limited to the Intellectual Property, as described in the Intellectual Property Disclosure and the related patent applications, patents, and copyrights listed in the attachment. It does not cover future improvements of the Intellectual Property. If such future improvements are made at the University, they will be subject to University Intellectual Property Policy.

This Waiver and Assignment Agreement is further limited. It does not affect the rights a third party, including the federal government of the United States of America or any other sponsor of the research leading to or resulting in the Intellectual Property, may have in the Intellectual Property. By signing this Agreement, the Creator(s) acknowledge that they have informed PTM of all the sponsors of such research of which they are aware and which are listed in the attachment. The Creator(s) also acknowledge that they are aware of no other potential third party rights (e.g., rights created by technical contributions from third parties or under material transfer agreements or other agreements with third parties) than those listed in the attachment. If the Creator(s) wish to pursue commercialization of the Intellectual Property, the Creator(s) are responsible for satisfying such third party rights (if the Intellectual Property was federally funded, the attachment to this Agreement provides information on satisfying federal requirements). This Waiver and Assignment Agreement also does not affect the rights of any other creator of the Intellectual Property who has not been identified.

The Creator(s) have all responsibility, at the Creator(s)' own discretion and expense, for the prosecution and maintenance of the patent applications, patents, or copyrights listed in the attachment. The University has no responsibility to prosecute, maintain or take any action concerning any of those patent applications, patents, or copyrights. An explanation for paying any annuities coming due is provided in the attachment.

This Waiver and Assignment Agreement does not release the Creator(s) from the Creator(s)' obligations under the University's policies, including the University's Board of Regents' Conflict of Interest Policy and Intellectual Property Policy. The Creator(s) who are currently an employee of the University attest by this Agreement that their current Report on External Professional Activities at the University is complete and up to date. Notwithstanding this Waiver and Assignment, the Creator(s) may be required to disclose the Creator(s)' ownership interest in the Intellectual Property and in any license of the Intellectual Property if the Creator(s) engage in research at the University concerning the Intellectual Property.

By their signatures on the following page, the University and the Creator(s) agree to the above terms and conditions.

Signature page for the Waiver and Assignment Agreement concerning the above identified Intellectual Property:

Regents of the University of Minnesota Creator(s)

By: Michael F. Moore

Name: Michael F. Moore  
Title: Director, Health Technologies  
Patents and Technology Marketing  
Date: 10/9/06

By: Friedrich Stiene

Name: Friedrich Stiene

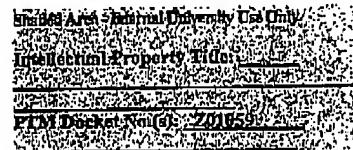
Date: 9/29/06

By: Ross P. Carlson

Name: Ross P. Carlson

Date: 9-27-06

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**ATTACHMENT A  
For the Waiver and Assignment Agreement Concerning the Above  
Identified Intellectual Property:**

**PATENT APPLICATIONS, PATENTS, AND COPYRIGHTS**

The following is a complete listing of active patent applications, patents, and copyrights held by the University on the above Intellectual Property that is being assigned under this Agreement.

Provisional, U.S. 60/272,935, filing date 03/02/2001, Victoria A. Sandberg from Mueting, Raasch & Gebhardt, P.A., Phone (612) 305-1226

Provisional, U.S. 60/294,729, filing date 05/31/2001, Victoria A. Sandberg from Mueting, Raasch & Gebhardt, P.A., Phone (612) 305-1226

Regular, U.S. 10/090,965, file date 03/04/2002, Victoria A. Sandberg from Mueting, Raasch & Gebhardt, P.A., Phone (612) 305-1226

PCT, US02/06482, filing date 03/04/2002, Victoria A. Sandberg from Mueting, Raasch & Gebhardt, P.A., Phone (612) 305-1226

**U.S. PATENT ANNUITIES**

To maintain the U. S. patent(s) indicated above, annuity fees must be paid at 3 1/2, 7 1/2, and 11 1/2 years from the issue date. There is a six-month grace period following the due date; however, there will be a surcharge in addition to the annuity payment to keep it in force. The Creator(s) will be responsible for this payment if they wish to maintain the patent(s). Since fees are subject to change, the Creator(s) may wish to confirm the amount by calling 1-800-PTO-9199. The most up-to-date amounts and payment methods are maintained on the Patent and Trademark Office Website at <https://amps.uspto.gov/eram/>. The U.S. Patent and Trademark Office needs the following information along with the payment payable to the Commissioner of Patents & Trademarks: the current address of the payee, patent number and serial number. The mailing address is: U.S. Patent and Trademark Office, Box M-Fee, Washington, D.C. 20231.

**FOREIGN ANNUITIES [Provide information on foreign annuities as applicable]**